



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

February 7, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LEASE AMENDMENT
SUPERIOR COURT
6550 MILES AVENUE, HUNTINGTON PARK
(FIRST DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached Amendment No. 8 to Lease No. 7241, with the City of Huntington Park (Lessor), to reduce the number of Superior Court juror parking spaces and the annual rent from \$21,600 to \$1,050.
2. Find that the agreement is categorically exempt from the California Environmental Quality Act (CEQA).
3. Approve and authorize the Chief Administrative Officer (CAO) to implement the project. The amendment will be effective upon approval by your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The amendment will modify the current lease agreement, which currently provides reserved juror parking for the Superior Court. The number of juror parking spaces will be reduced from 60 to 35 on an as-needed basis, thereby reducing the County of Los Angeles' (County) payment from approximately \$1,800.00 to \$87.50 per month. The reduction reflects the Superior Court's actual need for juror parking at this facility and will accommodate the Lessor's increased need for Civic Center parking.

FISCAL IMPACT/FINANCING

The proposed amendment will reduce the number of reserved juror parking spaces, thus allowing the County to reduce its financial obligation while still providing adequate parking for jurors.

The annual reduction in the County's financial obligation will amount to \$20,550 for the remainder of the lease term, which is due to expire on June 28, 2019. The City agreed to maintain the rate of \$1.50 per space per month throughout the term. The Court expects to hold four trials per year, with a maximum of five working days per trial and no more than 35 jurors per trial. The estimated cost based on that usage is \$1,050 per year. Should the Superior Court require more parking, the agreement provides the right to increase or decrease the rental payment in proportion to fluctuation in usage by Superior Court.

The reserved spaces will be provided through the use of meter hoods. The County will pay the initial one-time expense of approximately \$1,011 for 40 meter hoods with locks. The hood placement will be handled through the Sheriff Department Court Services Division.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Lessor approached the County and expressed a need for additional parking in the Civic Center. The County and Superior Courts recognized the 60 reserved juror spaces were underutilized and agreed to relinquish the parking spaces to the City for conversion to metered parking. The 60 reserved spaces will be converted to metered parking. The Lessee will utilize 35 spaces for jurors on a temporary as-needed basis by placing hoods on the parking meters, provided prior notification is given to the City.

The amendment also memorializes the closure of the health facility operations previously leased in this complex through Item C of Lease Amendment No. 8.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

In accordance with your Board's policy on the housing of any County offices or activities, Superior Court and CAO concur with this recommendation to amend Lease No. 7241. The Amendment has been reviewed and approved as to form by County Counsel.

The Honorable Board of Supervisors
February 7, 2006
Page 3

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

This department has made an initial study of environmental factors and has concluded that this project is exempt from CEQA as specified in Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15061(b) (3) of the State CEQA Guidelines.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return the adopted Board letter and duplicate copies of the executed Amendment to the CAO, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD:CEM
MS:FC:hd

Attachment

cc: County Counsel
Auditor-Controller
Superior Court

**AMENDMENT NO. 8 TO LEASE AND AGREEMENT NO. 7241
FORMERLY KNOWN AS LEASE NO. 473-P
HUNTINGTON PARK COURTHOUSE/HEALTH FACILITY
6550 MILES AVENUE, HUNTINGTON PARK**

THIS AMENDMENT, made and entered into this ____ day of _____ 2006,

BY AND BETWEEN

CITY OF HUNTINGTON PARK, a municipal Corporation, hereinafter referred to as "LESSOR",

AND

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "LESSEE".

WITNESSETH

WHEREAS, the parties entered into Lease No. 7241, formerly known as Lease No. 473-P (together with all amendments thereto) on October 1, 1949, where Lessor leased certain premises to Lessee in its Huntington Park Civic Center for the construction of a County Courthouse/Health Facility, including appurtenant parking for a term of forty nine years, and

WHEREAS, the parties entered into Parking Agreement No. 52669, dated July 1, 1986, providing 60 off-street reserved parking spaces for jurors.

WHEREAS, the parties entered into seven Amendments, more specifically Amendment No. 4 to Lease No. 7241, adopted on October 20, 1998 combined the ground lease No. 7241 and the juror parking agreement No. 52669 hereinafter referred to as the ("Lease").

WHEREAS, Lessor and Lessee are desirous to further amend the Lease Agreement to relieve the Lessor's obligation of reserving 60 parking spaces designated at all times for juror parking. In order to accommodate the Lessor's need for more parking spaces, and concurrently reflect Lessee's actual needs for juror parking spaces (both in number of spaces and frequency of use), the Lessee and Lessor agreed to eliminate the 60 juror parking spaces, converting them to metered parking. Lessor grants the Lessee the right to reserve 35 spaces on a temporary as-needed basis as requested by Lessee. The Lessee expects an average of four trials per year, with each trial's duration estimated to be a maximum of 5 (five) working days (20 days per year). In exchange for the reduction in parking spaces, rent will be reduced accordingly.

NOW THEREFORE, and in consideration of the mutual covenants, promises and conditions hereinafter contained, the parties agree to amend Lease No. 7241 as follows:

A. Paragraph 3 of Lease Amendment No. 4, ADDITIONAL PARKING SPACES, is hereby deleted in its entirety and the following is substituted therefor:

3. Elimination of Reserved Juror Parking Spaces

a. Lessee and Lessor agree to eliminate the 60 reserved juror parking spaces and allow the Lessor to convert them to metered parking for public use.

b. The Lessor authorizes Lessee, its officers, contractors, licensees, agents, or employees, the right to reserve 35 juror parking spaces on an as needed basis. Provided proper notification is given to the Lessor pursuant to subsection (c) hereof, the Lessee will be allowed to place hood covers over 35 metered parking spaces on the evening prior to trial days for this purpose. Evening prior to trial days shall be construed to be after 4:30 p.m. Parking meter hoods are to be removed by Lessee at the conclusion of every trial. The Lessee will be responsible for procuring the hoods for this purpose.

c. Lessee is to provide advance notification to the Lessor of upcoming trials, no later than the afternoon preceding the trial date. Notification may be verbal or written, but must be provided. Lessee acknowledges that the failure to provide the required notification may result in the parking spaces not being available for juror parking. Any such notice shall be provided to:

Assistant City Engineer of the City of Huntington Park

B. Paragraph 4, of Lease Amendment No.7, RENT is hereby deleted in its entirety and the following is substituted therefor:

RENT: Lessee hereby agrees to pay as rent for the demised premises the monthly sum of TEN THOUSAND, ONE HUNDRED, AND FIFTEEN, AND 96/100 DOLLARS (\$10,115.96).

Monthly rent is computed as follows:

a. SPACE RENT:

\$.43 per rentable square feet of Court space, which is agreed to include 23,322 SF. This amount excludes the 10,000 square foot parcel shown on Exhibit "A".

b. PARKING RENT:

The sum of \$87.50 per month as additional consideration for 35 parking spaces, on an as needed basis. The monthly parking rent is based on the daily parking rate agreed to between the parties of \$1.50 per day per parking space, and reflects an average of four juror trials per year, with each lasting an average of five working days. Should Lessee's

actual use be more or less than the average rental rate specified above, the rental rate will be subject to proportionate adjustment, upon invoice from the City.

C. Paragraph 5 of Lease Amendment No. 7 is hereby deleted in its entirety.

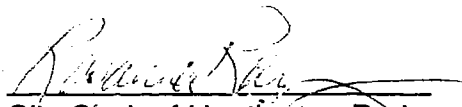
D. All other provisions of the lease as amended are hereby confirmed, will remain in full force and effect, and are incorporated by this reference as though fully set forth herein.

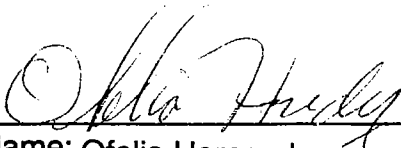
IN WITNESS WHEREOF, The Lessor has executed this Lease Amendment No.8 to Lease and Agreement No. 7241 or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused Amendment to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof the day, month, and year first above written.

ATTEST:

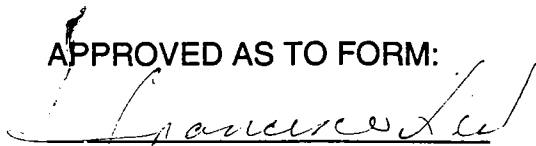
LESSOR

CITY OF HUNTINGTON PARK, a Municipal Corporation


City Clerk of Huntington Park

By: 
Name: Ofelia Hernandez
Title: Mayor

APPROVED AS TO FORM:


City Attorney

ATTEST:

LESSEE

VIOLET VARONA-LUKENS
Executive Officer-Clerk


COUNTY OF LOS ANGELES
a body politic and corporate

By: _____

By: _____
Mayor, Los Angeles County

APPROVED AS TO FORM:

RAYMOND G. FORTNER
Office of the County Counsel

By: 
Amy M. Cayes
Senior Associate County Counsel

1. 1. 1. 1. 1.

COUNTY COURT HOUSE
TYPE II CASE HOUSE
RECONSTRUCTIVE CONSTRUCTION
1ST FLOOR ELEVATION 16

**INDOPOUND
BTRN BUILT CUSTODY
CORRIDORS ADDITION**

S 88°19'00" W 196.58'